

Büro Sieveking GmbH  
Implerstraße 26  
81371 Munich

Fax +49 89 12 11 35-25  
E-Mail [vertrieb@sieveking-verlag.de](mailto:vertrieb@sieveking-verlag.de)

## GENERAL TERMS AND CONDITIONS

### § 1 GENERAL PROVISIONS

- 1.1 The website [www.sieveking-verlag.de](http://www.sieveking-verlag.de) (hereinafter the »Website«) is operated by Büro Sieveking GmbH, Implerstraße 26, 81371 Munich, represented by its Managing Director Caroline Sieveking, e-mail: [info@sieveking-verlag.de](mailto:info@sieveking-verlag.de), (hereinafter »Sieveking«).
- 1.2 The Website and the free services offered thereon are available to everybody. However, only users 18 years or older can enter into a contract via the Website; an exception is made for users 14 years or older who enter into contracts with the consent of their parents or legal guardians.
- 1.3 All services offered on the Website as well as the conclusion of contracts via the Website shall be subject to the General Terms and Conditions in effect at the time of the visit to our website or placement of the order. Terms and conditions of the user that conflict with or deviate from these General Terms and Conditions shall not be accepted unless explicitly agreed to by Sieveking.
- 1.4 All rights (in particular, copyrights, trademark rights and other intellectual property rights) in the Website and its contents and other elements shall lie exclusively with Sieveking.
- 1.5 Sieveking makes every effort to keep the content of the Website up-to-date and free of errors. However, no guarantee is given for the accuracy and completeness of the information and data on the Website.

### § 2 REGISTRATION

- 2.1 Where users have the opportunity to register for certain services on the Website, they must register once by entering the required data into a registration form (e.g., name, e-mail address, residential address). As part of the registration process, the user is required to fill in the registration form completely – where fields are marked as mandatory – and accurately. In case of changes, the data must be updated. The user shall be liable for any damage caused by culpably entering incomplete or incorrect information.
- 2.2 The contract relating to a service that is free but does require registration (e.g., a user account) is formed with the user sending the registration form and, if applicable, Sieveking sending a confirmation of registration or a notification about the activation of the user account, along with any access data, if applicable.
- 2.3 The access data for the user account must be treated as personal and confidential information; it must be stored carefully and protected against loss or third-party access. The user is not authorized to disclose the access data for the use of the Website to others. Each user shall bear full responsibility for any activities under his/her access data.
- 2.4 The user may, at any time and without observing any notice period, terminate the user agreement for the free services (e.g., user account or »My Account«) by sending an email, letter or fax to

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### **§ 3 CONCLUSION OF PURCHASE CONTRACTS**

- 3.1 The presentation of goods on the Website is not a legally binding offer but an invitation for the user (hereinafter the »Customer«) to submit an offer for the conclusion of a purchase contract. Sieveking points out that the actual colors of the goods may differ from the presentation on the Website.
- 3.2 By clicking on the button »zahlungspflichtig bestellen« (in English: place order with an obligation to pay), the Customer makes a binding offer to enter into a purchase contract for the goods listed on the order page. After placing the order, the Customer will receive an automated e-mail (order confirmation) listing only the content of the order. This email merely informs the Customer that the order has been received. The order is accepted and the contract concluded only when the Customer, after having placed the order, receives a separate e-mail confirming the order or confirming shipment of the goods ordered by the Customer.
- 3.3 For goods that are not listed in the order confirmation or shipping notice no contract is concluded. This can also affect goods that are displayed on the Website but, for example, not available at the time when the order is received.
- 3.4 Should the order confirmation contain any typing or printing errors, or should the included price determination be based on transmission errors caused by technical issues, Sieveking shall have the right to contest, subject to Sieveking proving to the Customer that there has been an error. Any payments already made shall be refunded to the Customer immediately.

### **§ 4 PRICES**

- 4.1 The prices stated on the product pages of the Website include the statutory sales tax and other price components, and are exclusive of any applicable shipping costs.
- 4.2 There are no shipping costs for domestic shipping. The shipping costs for international shipping are shown in the order form pursuant to clause 3.2 above. For an overview of shipping costs, please [click here](#). Shipping costs are to be borne by the Customer, unless the Customer exercises his/her right of withdrawal.

### **§ 5 RIGHT OF WITHDRAWAL FOR CONSUMERS / EXCLUSION OF THE RIGHT OF WITHDRAWAL**

- 5.1 Where the Customer is a consumer as defined by the law, the following shall apply:

#### **INSTRUCTIONS ON WITHDRAWAL RIGHT OF WITHDRAWAL**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, has acquired physical possession of the last goods. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the model withdrawal form provided under 5.2, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. Your notice of withdrawal must be addressed to:

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## EFFECTS OF WITHDRAWAL

If you withdraw from the contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest.

We will collect the goods. We will bear the cost of returning the goods. You are only liable for any diminished value of the goods if such diminished value results from a handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## END OF THE INSTRUCTIONS ON WITHDRAWAL

### 5.2 Model withdrawal form

If you want to withdraw from the contract, please fill out this form (PDF) and send it back to:

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E-mail [vertrieb@sieveking-verlag.de](mailto:vertrieb@sieveking-verlag.de)

I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale of the following goods:

Ordered on\*:

Received on\*:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

(only if this form is notified on paper)

Date:

(\* Delete as appropriate.

### 5.3 Please note

The right of withdrawal does not apply to the supply of non-prefabricated goods made on the basis of an individual choice of or decision by the consumer or clearly personalized to the consumer's needs, or to contracts for the supply of newspapers, periodicals, or magazines with the exception of subscription contracts.

## § 6 DELIVERY

6.1 Our shipping time is 14 business days (Mon – Fri) after conclusion of the contract. If subsequent contract changes have been agreed, the shipping periods shall be extended by the time period between the conclusion of the contract and the amendment of the contract, unless the parties have agreed otherwise.

6.2 In case of force majeure or business disruptions occurring at Sieveking or its suppliers, e.g. as a result of riots, strikes or lockouts, which temporarily prevent Sieveking, without any fault on its part, from delivering the goods within the agreed time period, the agreed dates and time frames shall be extended by the duration of the delay caused by the circumstances. If such a delay causes a delay in performance of more than four months, the Customer can withdraw from the contract. Any other rights of withdrawal shall not be affected hereby.

6.3 Unless agreed otherwise, the delivery will be ex warehouse to the delivery address provided by the Customer. If the Customer is a consumer, said delivery address shall be the place of performance for all contractual deliveries and payments. If, at the Customer's request, the goods are dispatched to a location other than the agreed place of delivery, any higher shipping cost shall be borne by the Customer.

6.4 If the Customer notices transport damage upon receiving the goods, he/she must notify the shipping company and Sieveking within one week.

#### **§ 7 MATERIAL DEFECTS, WARRANTIES, LIMITATION**

7.1 Sieveking shall be liable for material defects in accordance with the applicable statutory provisions, in particular Sections 434 et seqq. and Sec. 474 et seq. of the German Civil Code (BGB).

7.2 The parties agree that the Customer shall provide the goods to Sieveking at the place of performance for the purpose of curing the defect. If Sieveking is unable to collect the goods from the place of performance, the Customer shall be authorized to ship the goods to another location at the expense of Sieveking.

7.3 Goods supplied by Sieveking are not covered by any additional warranty unless an additional warranty was expressly given in the order confirmation for the respective article.

7.4 Warranty claims by the Customer shall become time-barred after a period of two (2) years for new goods, or one (1) year for used goods, calculated in each case from the transfer of risk. Where Sieveking has given a warranty of quality or fraudulently concealed a defect, the time-limit shall not apply.

#### **§ 8 LIABILITY**

8.1 Sieveking shall be liable without limitation where the cause of the damage is based on intent or gross negligence.

8.2 Sieveking shall moreover be liable for any minor negligent breach of material obligations whose breach jeopardizes the achievement of the purpose of the contract, or for any breach of obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the Customer must be able to rely on a regular basis. However, in such case, Sieveking shall only be liable for any foreseeable damages typical for this type of contract. Sieveking shall not be liable for any minor negligent breach of any obligations other than those specified in the preceding sentences.

8.3 The above limitations of liability shall not apply in case of injury to life, limb or health, for any defects if a warranty of quality has been given for the good, and for any fraudulently concealed defects.

8.4 Nothing herein shall affect liability pursuant to the German Product Liability Act (Produkthaftungsgesetz).

8.5 Where Sieveking's liability is limited or excluded, this also applies to the personal liability of any employees, representatives, or agents of Sieveking.

#### **§ 9 RESERVATION OF OWNERSHIP**

Until full payment of the purchase price, the delivered goods shall remain the property of Sieveking.

#### **§ 10 DATA PROTECTION**

Our privacy policy can be found here.

#### **§ 11 PAYMENT TERMS / OFFSET**

11.1 The Customer can pay by credit card, PayPal and Sepa direct debit. Payment against invoice or cash on delivery is not possible.

11.2 The purchase price is payable immediately upon conclusion of the contract. If the Customer is in default of payment, he/she shall pay Sieveking default interest in the amount of 5 percentage points above the base rate.

11.3 The Customer's obligation to pay default interest shall not prevent Sieveking from asserting further damages for the default.

11.4 The Customer can only offset claims by Sieveking if his/her counterclaim is undisputed or if a legally established title exists; the Customer can only assert a right of retention to the extent it is based on claims arising from the contract.

#### **§ 12 ONLINE DISPUTE RESOLUTION**

The European commission provides an Online Dispute Resolution (ODR) platform which can be found at: <https://ec.europa.eu/consumers/odr/>  
Sieveking does not participate in any dispute resolution procedures offered by a consumer arbitration service.

#### **§ 13 GOVERNING LAW, JURISDICTION**

13.1 No language other than German is available for the conclusion of this contract. These General Terms and Conditions as well as any other data for the respective contractual relationship established via the Website will be stored by Sieveking after conclusion of the contract. The most recent version of

the General Terms and Conditions is available at <http://sieveking-verlag.de/agb-verlag/>.

13.2 Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the provisions shall otherwise remain unaffected. In place of the in invalid provision, the relevant statutory provisions shall apply. This shall also apply to the closing of any loopholes.

13.3 These General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany, at the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.4 Where the Customer is a merchant, a legal entity under public law, or a public separate estate, the registered office of Sieveking shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, Sieveking shall also be entitled to sue the Customer at the registered office of the Customer's establishment.

*Last updated: 25 May 2018*